

# **EXHIBIT A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS,  
EASTERN DIVISION**

THREE ZERO THREE CAPITAL  
PARTNERS, LLC, on behalf of itself and  
303 Energy Trading Alliance, LLC

Plaintiff

v.

WILLIAM JAMISON, JR., STEPHEN  
HARPER, JEFFREY ONG and EVERGREEN  
ENERGY CAPITAL, LLC

Defendants.

No. 08 C 248

Judge Blanche M. Manning  
Magistrate Judge Arlander Keys

**AFFIDAVIT OF STEPHEN HARPER**

I, Stephen Harper, being duly sworn under oath, depose and state as follows:

1. I have personal knowledge of the matters stated in this Affidavit and am competent to testify about them.
2. I, along with William Jamison, Jr. and Jeffrey Ong, am one of the principals, owners, traders and managing members of Evergreen Energy Capital, LLC ("Evergreen").
3. Evergreen is a Delaware limited liability company located in the State of Washington.
4. On July 1, 2006, Evergreen and Three Zero Three Capital Partners, LLC ("Three Zero Three") entered into a Trading Advisory Agreement in which Evergreen agreed to provide trading advisory services for 303 Energy Trading Alliance, LLC (the "Fund").
5. When Evergreen began this relationship with Three Zero Three and the Fund, it did not have the telecommunications, computer and other equipment necessary to conduct its trading services on behalf of Three Zero Three and the Fund.

6. To allow Evergreen to purchase the equipment necessary to engage in trading on behalf of the Fund, Three Zero Three offered to extend to Evergreen a line of credit for the principal amount of \$100,000.

7. On July 27, 2006, Evergreen executed a line of credit note ("Note") with Three Zero Three for the principal amount of \$100,000. I executed the Note on behalf of Evergreen.

8. Using the funds extended to it through the Note, Evergreen paid for operating expenses and purchased computer, telecommunications, and other equipment necessary to conduct trading advisory services for the Fund.

9. On or about April 25, 2007, Evergreen repaid \$37,500 of the principal amount on the Note. At that time, the principal amount remaining on the loan was \$62,500.

10. Nevertheless, Three Zero Three never demanded that Evergreen repay the remaining principal in the amount of \$62,500.

FURTHER AFFLIANT SAYETH NAUGHT.

Pursuant to 28 U.S.C. Section 1746, I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14 day of January, 2008 in Spokane, Washington.

  
STEPHEN HARPER